

# EXHIBIT B



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**Patent and Trademark Office**  
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JULY 16, 2001

WORKMAN, NYDEGGER & SEELEY  
 GREGORY M. TAYLOR  
 1000 EAGLE GATE TOWER  
 60 EAST SOUTH TEMPLE  
 SALT LAKE CITY, UT 84111

PTAS

DOCKETED



\*101700931A\*

Att'y *AF* On *7-25-01*  
*JDL* File # *10306 96.1*

**UNITED STATES PATENT AND TRADEMARK OFFICE**  
**NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/16/2001

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BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

## ASSIGNOR:

FRAZIER, A. BRUNO

DOC DATE: 02/01/2001

## ASSIGNOR:

BRAZZLE, JOHN D.

DOC DATE: 02/01/2001

## ASSIGNEE:

UTAH, UNIVERSITY OF, THE  
 615 ARAPEEN DRIVE, SUITE 110  
 SALT LAKE CITY, UTAH 84108

SERIAL NUMBER: 09787498

FILING DATE: 03/16/2001

PATENT NUMBER:

ISSUE DATE:

LAZENA MARTIN, EXAMINER  
 ASSIGNMENT DIVISION  
 OFFICE OF PUBLIC RECORDS

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09/787498

05-03-2001



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## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office**PATENTS ONLY** 532 Rec'd PCT/PTQ 16 MAR 2001

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

A. Bruno Frazier  
John D. BrazzleAdditional name(s) of conveying party(ies) attached?  Yes  No

## 3. Nature of conveyance: 3-1-01

 Assignment Merger Security Agreement Change of Name Other \_\_\_\_\_

Execution Date: 2-1-01

## 2. Name and address of receiving party(ies)

Name: The University of Utah

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

615 Arapene Drive, Suite 110

City: Salt Lake City State: UT ZIP: 84108

Additional name(s) & address(es) attached?  Yes  No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 2/1/01

## A. Patent Application No.(s)

## B. Patent No.(s)

09/787498

Additional numbers attached?  Yes  No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Gregory M. Taylor  
WORKMAN, NYDEGGER & SEELEY

Name: \_\_\_\_\_

## 6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

 Enclosed (Credit Card Payment Form) Authorized to be charged to deposit account

Street Address: 1000 Eagle Gate Tower

60 East South Temple

City: Salt Lake City State: UT ZIP: 84111

## 8. Deposit account number:

23-3178

4UE-

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

\_\_\_\_\_  
Signature of Person Signing

Signature

March 16, 2001

Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Mail this form to the recorded with required cover sheet information to:

## WHEN RECORDED RETURN TO:

Docket No.: 6300.96.1

Workman, Nydegger & Seeley  
1000 Eagle Gate Tower  
60 East South Temple  
Salt Lake City, Utah 84111

A S S I G N M E N T

We, A. Bruno Frazier and John D. Brazelle, of 681 Vinings Estates Drive, Mableton, Georgia 30126 and 133 West 800 North, Clearfield, Utah 84015, respectively, have invented a method and apparatus entitled "SURFACE MICROMACHINED MICRONEEDLES" hereinafter called the "invention."

Preferred embodiments of said invention are disclosed in a United States patent application executed concurrently herewith by us and now identified as File No. 6300.96.1 of the law firm of Workman, Nydegger & Seeley, 1000 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111, and filed in the United States Patent and Trademark Office as Serial No. 09/787,498 on March 16, 2001. (We hereby authorize the attorneys of Workman, Nydegger & Seeley to insert said serial number and filing date when known.)

The Assignee, The University of Utah, an institution of higher education of the State of Utah, having a principal place of business at 615 Arapene Drive, Suite 110, Salt Lake City, UT 84108, desires to secure the entire right, title and interest in said invention.

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge, WE HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in said invention in the above-identified United States Patent and in all divisions, continuations and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and Foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and behalf of the said Assignee, its successors, assigns and legal representatives.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

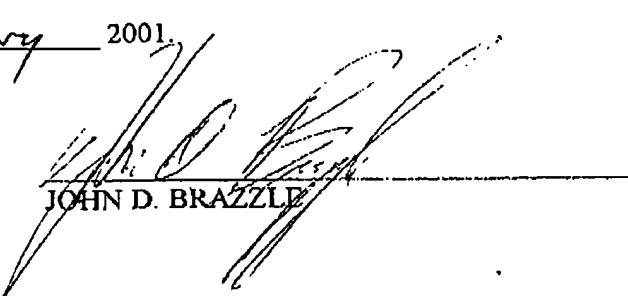
This assignment and agreement shall be binding upon our heirs and legal representatives.

Dated this 61 day of February 2001.



A. BRUNO FRAZIER

Dated this 61 day of February 2001.



JOHN D. BRAZZLE

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MAY 12 2005

PATENT APPLICATION  
Docket: 6300.96.1

## I IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of )  
A. Bruno Frazier et al. )  
Serial No.: 09/787,498 )  
Filed: March 16, 2001 ) Art Unit  
For: SURFACE MICROMACHINED MICRONEEDLES ) 3743  
Confirmation No.: 3953 )  
Examiner: Kathryn Odland )

TERMINAL DISCLAIMER

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Declarant, Rajiv K. Kulkarni, represents that he is the Senior Tech. Licensing Manager of The University of Utah Research Foundation, a non-profit corporation of the State of Utah, having a principal place of business at 615 Arapeen Drive, Suite 110, Salt Lake City, Utah 84108, and that he is authorized to make this Declaration and execute this Terminal Disclaimer on behalf of The University of Utah Research Foundation. Declarant further represents that The University of Utah Research Foundation is the assignee of the entire interest, as shown by the Assignment from The University of Utah recorded at reel 011744, frame 0170 (a copy of which is attached hereto as Exhibit A) in the records of the U.S. Patent and Trademark Office, of the above-

identified application. The University of Utah was the assignee of the entire interest, as shown by the Assignment from each of the inventors recorded at reel 011744, frame 0167 (a copy of which is attached hereto as Exhibit B) in the records of the U.S. Patent and Trademark Office, of the above-identified application.

Declarant hereby further certifies that the evidentiary documents at Exhibits A and B have been reviewed by him/her, and to the best of the Declarant's knowledge and belief, title is in the Assignee seeking to take action.

The Assignee hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of said U.S. Patent No. 5,876,582 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to said U.S. Patent No. 5,876,582, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

The Assignee does not disclaim any terminal part of any patent granted on the above-identified application that would extend beyond the term of said U.S. Patent No. 5,876,582 in the event that said U.S. Patent No. 5,876,582 later: (a) expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a); (b) has all claims cancelled by a reexamination certificate; or (c) is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Declarant further declares that all statements made herein of Declarant's own knowledge are true and that all statements made on information and belief are believed to be true; and

further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or any patent issuing thereon.

DATED this 23<sup>rd</sup> day of March 2005.

THE UNIVERSITY OF UTAH  
RESEARCH FOUNDATION

By: Rajiv Kulkarni  
Name: Rajiv K. Kulkarni, Ph.D.  
Title: Senior Licensing Manager

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